

NEW CENTURY COMMUNITY PROGRAM

HISTORIC PRESERVATION GRANTS



GRANTS MANUAL 2006

ADMINISTERED BY

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I. INTRODUCTION

The Maine Historic Preservation Commission disburses State grant monies through the New Century Community Program (New Century). As a participating agency of the Maine State Cultural Affairs Council, the Commission is charged with administering New Century preservation grants for historic buildings, structures and sites.

The purpose of this manual is to familiarize applicants with the policies and requirements of the New Century program, and to explain the application procedures. Grant recipients are required to be in compliance with State laws and regulations governing administration.

II. DEFINITIONS

Commission. "Commission" shall mean the Maine Historic Preservation Commission.

Development. "Development" is the periodic work on building fabric that is necessary to preserve and protect the significance and integrity of Historic Properties.

Director. "Director" shall mean the Director of the Maine Historic Preservation Commission.

Governmental Agencies. "Governmental agencies" shall mean agencies of State government, counties and other political subdivisions of the state.

Historic Property(ies). "Historic Property(ies)" shall mean any district, building, structure, object or prehistoric or historic site included in, or eligible for inclusion in the National Register of Historic Places, including artifacts, records, and material remains related to such a property or resource.

Letter of Agreement. A Letter of Agreement is the contract between the Commission and the grant recipient (grantee) which identifies the scope of work to be undertaken with the grant award and the general requirements of the grant award.

National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect out historic and archeological resources. The National Register is administered by the National Park Service under the Secretary of the Interior.

Non-profit Organizations. "Non-profit organizations" shall mean organizations granted tax-exempt status by the Internal Revenue Service.

Predevelopment. "Predevelopment" is the historical, architectural, and/or archaeological research necessary to properly and adequately document the historic significance and the physical condition of the materials and features of a property or site; it must be performed prior

to the commencement of development work.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Preservation Agreement. A Preservation Agreement is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the preservation agreement whether or not the owner is the recipient of the grant award.

Stewardship Agreement. A Stewardship Agreement is a legal document executed between the State and the private property owner. The agreement is a personal contract enforceable in a court of law that binds the owner of a property to assume responsibility for maintenance of the property for a period of time relative to the amount of grant assistance provided. This agreement is not recorded with the deed and therefore is not enforceable on future owners.

Register. "Register" shall mean the National Register of Historic Places.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68.

III. ELIGIBLE PROJECTS

Eligible projects for New Century grant funds include predevelopment and development activities; these are the restoration or preservation of buildings, structures and sites listed in the Register. Applicants whose buildings, structures and sites have been determined to be eligible for listing in the Register by the Commission are also eligible to apply for New Century grant funds. Applicants whose buildings or structures have not been assessed for Register eligibility must complete Appendix A: National Register Information Request, and submit that form with the grant application.

IV. ELIGIBLE APPLICANTS

Eligible applicants for New Century grant funds include: state agencies; county governments; municipal governments; educational institutions; private, non-profit institutions as defined by the Internal Revenue Service; and private owners of historic barns and related agricultural structures (contact the Commission to request a copy of the Historic Barn Preservation Grants Manual and application).

V. FUNDING PRIORITIES AND SELECTION CRITERIA

Applications for development projects will be reviewed by the Commission for eligibility and ranked for funding in accordance with the following criteria:

1. Historic Significance.
The level of Register significance of the building, structure or site, (local, state, national, or National Historic Landmark) will determine the number of points it receives for this criteria.
2. Endangered Resource.
The extent to which critical needs threaten the survival of the building, structure or site.
3. Project Description.
The project description outlines the existing condition of the building, structure or site and provides an explanation of how the proposed work will address the critical threats to the historic property, as well as the repair techniques and materials that will be used. All proposed work will be reviewed for conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
4. Continuing Project.
The Commission will sometimes award partial funding for a project, if a scaled-down focus or products will lead to useful results, or if a project lends itself to a phased, multi-year approach. Some projects must be phased due to the applicant's or the Commission's fiscal constraints, availability of personnel, or other legitimate reasons. Subsequent phases will score additional points, since the Commission's goal is to see projects to their successful conclusion.
5. Public Benefit.
Applicants should include a summary statement of the public benefit that a New Century grant would make possible.
6. Ability of Applicant to Complete Project.
The ability of the applicant to complete the project by the contract deadline will be determined by the availability of adequate and allowable match for the grant request and by a proposed schedule of work.
7. Complete Application.

Because applications must be complete before they can be considered for funding, applicants are urged to submit them at least two weeks before the deadline to allow time for providing any required additional information. (Yes or No rating.)

8. Administrative Capability.

Applications are rated on the basis of the applicants' record of past accountability in administering Commission and/or other State or Federal grants. Applicants with no such record will be assumed to have administrative capability. (Yes or No rating.)

In addition, the geographic distribution of applications may be considered.

VI. SELECTION PROCESS

With the New Century grants, the Commission seeks to undertake projects that address the preservation or restoration of buildings, structures, and sites, or any combination thereof. The Commission seeks to fund projects in a range of geographic locations.

Incomplete applications that have been received by the Commission prior to the application submission deadline may be corrected and re-submitted if time permits before the deadline.

Final selection of grant awards will be approved by the Commission based upon the rating of the application, the recommendations of the Director and Commission Staff and the Commission Grant Review Committee.

VII. FEDERAL AND STATE LAWS AND REGULATIONS

A. Civil Rights

Grant projects must be administered in conformance with the Civil Rights Act of 1964, as well as 43 CFR 17 and Part 506 of the Department Manual, both issued by the Department of the Interior; Section 504 of the Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act. These laws and regulations prohibit discrimination on the grounds of age, race, color, national origin, or due to a handicap in any program or activity receiving federal financial assistance. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal or State assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, D. C. 20240.

In addition, the Maine Human Rights Act of 1972 (5 M.R.S.A. '4551, et.seq.) prohibits discrimination on the grounds of religion or gender. Any person who believes he or she has been discriminated against on these or the above grounds in any program, activity, or facility operated by a recipient of Federal or State assistance should write to: Maine Human Rights Commission, State House Station 51, Augusta, Maine 04333-0051.

B. Conflict of Interest

No person shall participate in the selection, award, or administration of New Century assisted program activity, subgrant, contract, or subcontract if a conflict of interest, real or

apparent, exists. Nor shall they participate through approval, disapproval, recommendation, or other decision concerning any Federal Preservation Tax Incentive Certification, National Register nomination, or Review and Compliance case if such a conflict, real or apparent, exists.

No person shall engage in outside employment or have any direct or indirect financial interest that conflicts or would appear to conflict with the fair, impartial, and objective performance of officially assigned duties and responsibilities for administration of the New Century program. Employees or agents (i.e., persons authorized to represent the Commission, or to perform any official capacity for it) shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors, potential contractors, or parties to potential or actual New Century grant awards.

C. Procurement Actions

Procurement of goods and services must be conducted in a manner that provides for maximum open and free competition in compliance with program requirements, including OMB Circular A-102 (43 CFR 12). Under State of Maine law, procurements of goods and services exceeding a \$1,000.00 unit price are subject to the solicitation of bids from at least three different sources. For procurements with a lower unit price, small purchase procedures apply. However, in all cases procurements are subject to Commission approval before they are made.

D. Lobbying

Under the provisions of 18 U.S.C. 1913, neither Federal funds nor matching share may be used for lobbying activities.

E. Project Period

Project costs must be incurred between the date by which the contract is executed (signed, dated, and notarized by both the Commission and the grant recipient) and the project end-date as stipulated by the contract. Costs incurred prior to the execution of the project contract or following the end-date are not allowable project costs and will not be used as part of the State or matching share.

F. Project Scope

The scope of the project work is stipulated in the contract. Prior to implementing any change, the grant recipient must notify the Commission in writing when such changes to the scope of work are necessary. Some changes may be minor in nature and will be allowable by written permission of the Commission; most changes will require a contract amendment. So that funding is not jeopardized, the grant recipient shall notify the Commission of requested changes immediately.

G. Project Budget

The grant recipient must notify the Commission in writing of any major changes in the budget prior to implementing the change. As a guideline, any increase or decrease of a budget item by more than five percent is a major change. Grant recipients are requested to

notify the Commission of under-expenditure of the State share at the earliest possible date, so that if possible the Commission can re-allocate the excess funds to another activity.

H. Project Extensions

If the grant recipient believes that the contract end-date cannot be met, a written request for an extension must be submitted to the Commission prior to the contract end-date, stating the reason that the extension is necessary. Approval of an extension will be dependent upon State deadlines and other considerations and is not automatic. Grant recipients must notify the Commission as soon as they become aware that a contract extension may be necessary. When approved, contract end-dates are extended through written authorization of the Commission.

I. Method of Payment

All grant funds are paid on a reimbursement basis only. Documentation of all expenditures (State and matching share) must be submitted to and may be audited by the Commission. All expenses must be documented with copies of bills and photocopies of both sides of canceled checks. Bills for reimbursement shall be approved by the architect/engineer. All matching share must also be documented. Reimbursement will be made in installments, and a percentage will be withheld for final payment pending approval of the project by the Commission. No reimbursement will be made until photographic documentation of the installed project sign has been submitted to the Commission. In all cases a final project report is required in addition to any technical report which may be a grant product before final reimbursement. The product and reporting requirements are specified in the attachments to the project contract. **IT IS ESSENTIAL THAT GRANT RECIPIENTS READ THE CONTRACT ATTACHMENTS WITH CARE.**

J. Acknowledgement of Funding

A sign which acknowledges State assistance through the New Century Community Program shall be in place at the project site throughout the duration of the project. This sign will be provided by the Commission, but the grantee is responsible for mounting it in a prominent on-site location visible to the public. The Grantee will include in all promotion of the project (publicity, advertising, programs) the following minimum credit line:

This Project has been made possible in part by a matching grant from the Maine Historic Preservation Commission through the New Century Community Program, a statewide cultural initiative funded by the people of Maine.

K. Audit

Financial documentation must be submitted before reimbursement can be made to the grant recipient. A copy of the audit which covers the project period must be submitted to the Maine Historic Preservation Commission when it becomes available.

L. Hatch Act

No officer or employee whose principal employment is connected with any activity which is financed in whole or in part with grant assistance shall take part in any of the political

activity proscribed in the Hatch Political Activity Act, 5 USC 1501, *et. seq.*, as amended, with its stated exceptions.

M. Political Activities

No expenditure of grant funds may be made for the use of equipment or premises for political purposes, sponsoring or conducting candidates' meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

N. Disclosure of Information

Financial records, supporting documents, statistical records, and all other records pertinent to a grant provided by the Commission are subject to disclosure to others under the Freedom of Information Act, 5 USC 552.

O. Safety Precautions

The State of Maine assumes no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under a grant-supported project. The grantee is expected to take necessary steps to insure itself and its personnel and to comply with the applicable local, State, or Federal safety standards, including those issues pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR 1910).

P. Coastal Zone Management

The Coastal Zone Management Act of 1972 prohibits Federal assistance to local governments which is inconsistent with the requirements of an approved coastal zone management plan. Further information may be obtained from the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration, Department of Commerce, 3300 Whitehaven Street, N.W., Washington, D. C. 20235.

Q. Record Accessibility and Retention

Grant recipients will submit program, financial, or other reports as are required by the Commission. On-site inspections by the Commission will be permitted as required to provide necessary information relevant to compliance with grant conditions. Documentation, papers and records of the grant recipient and any sub-contractor shall be kept for a minimum of three years after State funds have been reimbursed to the grant recipient, or until all claims or audit findings have been resolved.

VIII. FUNDING REQUIREMENTS

Minimum grant awards for development projects will normally be \$5,000.00, and eligible match will be cash unless approved otherwise by the Commission. Expenditures will be reimbursed only if they are part of the contracted budget and: a) are in payment of an obligation incurred during the grant period; b) are necessary for the accomplishment of approved project objectives; c) conform to appropriate State requirements; and d) are approved in advance by the Commission.

A. Allowable Costs

1. Historic, architectural, and archaeological research necessary for preconstruction data collection.
2. Plans and specifications developed by a Maine-licensed architect or engineer.
3. Exterior and structural restoration; interior restoration; necessary improvements to or installation of wiring, heating, plumbing, and fire/intrusion alarm systems; landscaping limited to grading for drainage, restoration of grounds to documented historic appearance, and repair of damage to grounds due to construction.
4. Final Project Report, including photography.

B. Unallowable Costs

Examples of costs not eligible for reimbursement are listed below:

1. Lobbying activities to influence legislation pending before Congress.
2. Archival research not necessary to successfully complete the project.
3. Contingency fees or similar provisions for unforeseen events.
4. "Other" costs, unless specified.
5. Court actions or any losses arising from uncorrectable accounts or related collection costs.
6. Entertainment, including amusements, social activities, food, beverages, and related costs.
7. Equipment is not normally an allowable project cost or source of match. In exceptional cases where one or more pieces of equipment are essential to the successful completion of a project, the Commission will consider whether or not it is allowable and determine lease versus purchase options or evaluation of its use.
8. Fines and Penalties.
9. Fundraising.
10. Interest on borrowing.
11. Interpretive costs, such as interpretive staff salaries or devices such as exhibits not directly related to the project. The exception is on-site signs for development grants.
12. Federally-funded services donated by any person.

13. New construction, with the exception of measures essential to the protection of a building or the accurate reconstruction of lost elements.
14. Furnishings, such as carpets, drapes and furniture.
15. Contingencies, overhead or indirect costs.
16. Any work performed prior to Commission approval of project plans and specifications.

F. Allowable Match

1. Cash.
2. Other public and private grants that have been awarded to the grantee for this project.
3. Donated services and materials as approved by the Commission.

IX. ADMINISTRATION

A. General Supervision

The Director shall supervise all grant awards and the projects financed by such awards.

B. Applications

Applications shall be processed according to the procedures set forth in this rule.

C. Enforcement

Where it is determined that any grant recipient has not fulfilled the terms of the Grant Agreement, and administrative efforts to obtain compliance are unsuccessful, the Director shall refer the matter to the Attorney General for enforcement action.

X. GRANT AWARD PROCEDURES

A. Grant Application Information

The Director will distribute grant applications and grants manuals containing the rules and other information pertaining to the administration of New Century program grants. Announcements will be made through legal notices and posting on the Commission's website (<http://www.maine.gov/mhpc>) as long as grant funds remain available.

B. Grant Review and Implementation Schedule

June 9, 2006: Deadline for receipt of applications.

June/July 2006: Commission reviews applications.

August 2006: Commission awards grants.

NO PROJECT EXPENSES MAY BE INCURRED PRIOR TO COMMISSION NOTIFICATION OF APPLICANT THAT THE LAST STEP ABOVE HAS BEEN SATISFACTORILY COMPLETED.

C. State Agencies

Any department or agency of State government may apply for a Development grant with the approval of the Department or agency head and the Director of the Bureau of General Services.

D. Other Governmental Agencies

Applications from other governmental agencies shall be approved by the legislative body of the political subdivision prior to filing.

E. Grievance Procedure

1. Any applicant aggrieved by the grant award decision of the Director and the Commission may appeal to the Director for a review. Any such appeal must be in writing and shall set forth the manner in which the aggrieved claims a decision was arbitrary or unreasonable. An appeal must be made within 10 days of receipt of notification of adverse decision.
2. The Director may, at his discretion, hold a meeting with the aggrieved applicant. The Director shall appoint a grievance committee of three persons to conduct a review of the appeal. The committee will include representatives from the Commission. The Committee shall, within 21 days, issue a report to the Director which addresses whether the original decision was arbitrary or unreasonable.
3. The final decision of the Director, with approval of the Commission, shall be made in accordance with the selection criteria, after considering the recommendations of the grievance committee. Such a decision shall be final agency action on the matter.
4. An aggrieved applicant may be awarded a grant or an increased grant amount where previously denied or limited to a lower figure only when the grant would not require the denial or decrease in a grant award of other eligible applicants which have already executed contracts or covenants.

XI. GRANT AWARD REQUIREMENTS

A. New Century Letter of Agreement

1. A successful grant recipient shall enter into a New Century Letter of Agreement which shall include the amount of the grant award, the project schedule, the scope of work for the project, a total project budget and general requirements of the grant award.
2. The Grantee must submit a signed copy of the Letter of Agreement with an original signature to the Commission prior to commencing any work.

3. This contract or agreement shall substantially conform to the sample New Century Letter of Agreement in Appendix C.

B. Stewardship Agreements and Preservation Agreements

1. A successful grant recipient shall enter into a Stewardship Agreement or a Preservation Agreement to guarantee maintenance of the building, structure or site and public benefit requirements. Requirements will vary, depending on the nature of the work to be accomplished with grant monies. Duration of the Agreement for each building or structure will be determined by the amount of the grant award, as follows:
 - a) Grant assistance from \$1 to \$10,000: 5-year Stewardship Agreement;
 - b) Grant assistance from \$10,001 to \$25,000: 10-year Preservation Agreement;
 - c) Grant assistance from \$25,001 to \$50,000: 15-year Preservation Agreement;
 - d) Grant assistance from \$50,001 to \$100,000: 20-year Preservation Agreement;
 - e) Grant assistance from \$100,001 and above: 30-year Preservation Agreement.
2. This agreement shall substantially conform to the sample Stewardship Agreement in Appendix D or the sample Preservation Agreement in Appendix E.

C. Project Work

1. Project work shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, Standards for Preservation or Standards for Restoration. See Appendix B for *The Secretary of the Interior's Standards for the Treatment of Historic Properties*. Plans and specifications must be developed by a licensed architect or engineer and approved by the Commission prior to starting work.
2. All project work shall be accomplished by persons licensed in the State of Maine to practice their profession or trade.
3. A sign which acknowledges State assistance through the New Century Community Program shall be in place at the project site throughout the duration of the project. This sign will be provided by the Commission, but the grantee is responsible for mounting it in a prominent on-site location visible to the public.
4. A final report of the project, including photography, shall be submitted to the Director upon completion of the project. See Appendix F for Final Report Format.

D. State Buildings

Grants awarded for the preservation or restoration of State-owned or State-leased buildings or structures shall be implemented in compliance with the State of Maine *Manual of*

Financial Procedures and Architectural and Engineering Services Procurement Manual and with the approval of the Bureau of General Services.

XII. STATUTORY AUTHORITY

5 M.R.S.A. §1931, 27-A M.R.S.A. §§504, 505, P. and Sp. L. 1985, c. 73; and 27 MRSA §558.

APPENDIX A: NATIONAL REGISTER INFORMATION REQUEST

In order to determine the National Register of Historic Places eligibility of a building or structure for which a New Century grant is requested, the following data are required:

1. Historic name of property:
2. Other names if different from above:
3. Property location (address):
4. Name, Address and Telephone Number of owner:
5. Is structure occupied?
6. Is structure on original site?
7. Has this structure or site been altered or added to and, if so, when?
8. Exact or approximate date of original construction:
9. Architect or builder, if known:
10. Name of original owner, if known:
11. Enclose recent photographs (snapshots are acceptable) of the building that show each side, any attached features (ell, barn, etc.) and any other historic building or structure on the property. In addition, please provide representative views of important interior features (stair, mantels, etc.).
12. Please provide any additional historical and architectural information that will enable us to evaluate the significance of this property. Information of this kind may consist of newspaper articles, data from local histories, town or family records, and copies of historic photographs.

NATIONAL REGISTER CRITERIA

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, material, workmanship, feeling, and association, and:

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that reflect in an outstanding manner the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded or may be likely to yield information important in prehistory or history.

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the last 50 years shall not be considered for the National Register. Such properties will qualify if they are integral parts of districts that meet the criteria or if they fall within the following categories:

- A. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- C. a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life; or
- D. a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- E. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- F. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or
- G. a property achieving significance within the past 50 years if it is of exceptional importance.

THE NATIONAL REGISTER OF HISTORIC PLACES

What are its effects?

- A. Listing in the National Register gives official recognition to the historic and cultural importance of a property as part of the Nation's heritage which ought to be preserved.
- B. Properties listed in the National Register or deemed eligible for such listing are afforded protection from adverse impact by projects funded, licensed, or executed by the Federal Government, since Federal projects which affect such properties are subject to review by the State Historic Preservation Officer and, if necessary, the Advisory council on Historic Preservation in Washington, D. C.
- C. Depreciable properties in the National Register can qualify for certified rehabilitation tax credit incentives under the historic preservation provisions of the Tax Reform Act of 1986.
- D. Control and authority over the use and disposition of a property listed in the National Register or deemed eligible for such listing remain solely with the owner unless he has applied for and received a matching grant or other Federal funding, or is participating in a rehabilitation tax credit project. Listing in the National Register does not mean that limitations will be placed on the property by the Federal government. Public visitation rights are not required by the owner.

APPENDIX B: SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR THE PRESERVATION AND RESTORATION OF HISTORIC BUILDINGS

The *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving and Restoring Historic Buildings* are intended to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to treatment.

STANDARDS FOR PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features and detailing. This may be as simple as basic maintenance of existing materials and features or may involve preparing a historic structure report, undertaking laboratory testing such as paint and mortar analysis, and hiring conservators to perform sensitive work such as reconstituting interior finishes. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained in order to preserve that character. Therefore, guidance on *identifying, retaining, and preserving* character-defining features is always given first. The character of a historic building may be defined by the form and detailing of exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building, site and setting.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. *Stabilizing* may include structural reinforcement, weatherization, or correcting unsafe conditions. Temporary stabilization should always be carried out in such a manner that it detracts as little as possible from the historic building's appearance. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable, if circumstances warrant, for the other treatments.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then *protecting and maintaining* them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic materials through treatments such as rust removal, caulking, limited paint removal, and reapplication of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character-defining materials and features requires additional work, *repairing* by *stabilizing, consolidating, and conserving* is recommended. **Preservation** strives to retain existing materials and features while employing as little new material as possible. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metal features may also include patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, within the treatment **Preservation**, portions of a historic structural system could be reinforced using contemporary materials such as steel rods. All work should be physically and visually compatible, identifiable

upon close inspection and documented for future research.

Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

If repair by stabilization, consolidation, and conservation proves inadequate, the next level of intervention involves the *limited replacement in kind* of extensively deteriorated or missing parts of features when there are surviving prototypes (for example, brackets, dentils, steps, plaster, or portions of slate or tile roofing). The replacement material needs to match the old both physically and visually, *i.e.*, wood with wood, etc. Thus, with the exception of hidden structural reinforcement and new mechanical system components, substitute materials are not appropriate in the treatment **Preservation**. Again, it is important that all new material be identified and properly documented for future research.

STANDARDS FOR RESTORATION

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code--required work to make properties functional is appropriate within a restoration project.

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

GUIDELINES FOR RESTORING HISTORIC BUILDINGS

Rather than maintaining and preserving a building as it has evolved over time, the expressed goal of the **Standards for Restoration and Guidelines for Restoring Historic Buildings** is to make the building appear as it did at a particular - and most significant - time in its history. First, those materials and features from the "restoration period" are identified, based on thorough historical research. Next, features from the restoration period are maintained, protected, repaired (i.e., stabilized, consolidated, and conserved), and replaced, if necessary. As opposed to the treatment **Preservation**, the scope of work in **Restoration** can include removal of features from other periods; missing features from the restoration period may be replaced, based on documentary and physical evidence, using traditional materials or compatible substitute materials. The final guidance emphasizes that only those designs that can be documented as having been built should be recreated in a restoration project.

Identify, Retain, and Preserve Materials and Features from the Restoration Period

The guidance for the treatment **Restoration** begins with recommendations to identify the form and detailing of those existing architectural materials and features that are significant to the restoration period as established by historical research and documentation. Thus, guidance on *identifying, retaining, and preserving features* from the restoration period is always given first. The historic building's appearance may be defined by the form and detailing of its exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building's site and setting.

Protect and Maintain Materials and Features from the Restoration Period

After identifying those existing materials and features from the restoration period that must be retained in the process of **Restoration** work, then *protecting and maintaining* them is addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic material through treatments such as rust removal, caulking, limited paint removal, and re-application of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Materials and Features from the Restoration Period

Next, when the physical condition of restoration period features requires additional work, repairing by *stabilizing, consolidating, and conserving* is recommended. **Restoration** guidance focuses upon the preservation of those materials and features that are significant to the period. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible, such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well

as wood and architectural metals includes patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, portions of a historic structural system could be reinforced using contemporary material such as steel rods. In **Restoration**, repair may also include the limited replacement in kind --or with compatible substitute material-- of extensively deteriorated or missing parts of existing features when there are surviving prototypes to use as a model. Examples could include terra-cotta brackets, wood balusters, or cast iron fencing.

Replace Extensively Deteriorated Features from the Restoration Period

In **Restoration**, replacing an entire feature from the restoration period (i.e., a cornice, balustrade, column, or stairway) that is too deteriorated to repair may be appropriate. Together with documentary evidence, the form and detailing of the historic feature should be used as a model for the replacement. Using the same kind of material is preferred; however, compatible substitute material may be considered. All new work should be unobtrusively dated to guide future research and treatment. If documentary and physical evidence are not available to provide an accurate recreation of missing features, the treatment Rehabilitation might be a better overall approach to project work.

Remove Existing Features from Other Historic Periods

Most buildings represent continuing occupancies and change over time, but in **Restoration**, the goal is to depict the building as it appeared at the most significant time in its history. Thus, work is included to remove or alter existing historic features that do not represent the restoration period. This could include features such as windows, entrances and doors, roof dormers, or landscape features. Prior to altering or removing materials, features, spaces, and finishes that characterize other historical periods, they should be documented to guide future research and treatment.

Re-Create Missing Features from the Restoration Period

Most **Restoration** projects involve re-creating features that were significant to the building at a particular time, but are now missing. Examples could include a stone balustrade, a porch, or cast iron storefront. Each missing feature should be substantiated by documentary and physical evidence. Without sufficient documentation for these "re-creations," an accurate depiction cannot be achieved. Combining features that never existed together historically can also create a false sense of history. Using traditional materials to depict lost features is always the preferred approach; however, using compatible substitute material is an acceptable alternative in **Restoration** because, as emphasized, the goal of this treatment is to replicate the "appearance" of the historic building at a particular time, not to retain and preserve all historic materials as they have evolved over time.

Energy Efficiency / Accessibility Considerations / Health and Safety Code Considerations

These sections of the **Restoration** guidance address work done to meet accessibility requirements and health and safety code requirements; or limited retrofitting measures to improve energy efficiency. Although this work is quite often an important aspect of restoration projects, it is usually not part of the overall process of protecting, stabilizing, conserving, or repairing features from the restoration period; rather, such work is assessed for its potential negative impact on the building's historic appearance. For this reason, particular care must be taken not to obscure, damage, or destroy historic materials or features from the restoration period in the process of undertaking work to meet code and energy requirements.

APPENDIX C: SAMPLE NEW CENTURY LETTER OF AGREEMENT

This Letter of Agreement, entered into this [XX] day of [MONTH], [YEAR], is between the Maine Historic Preservation Commission, hereinafter called the Commission, and [GRANT RECIPIENT], hereinafter called the Grantee.

WHEREAS, the Commission has awarded the Grantee a State grant in the amount of [\$X,000.00] in support of [TYPE OF DEVELOPMENT WORK] for the [NAME OF HISTORIC PROPERTY], now, therefore, the parties hereto agree to the following:

1. The Grantee will conduct the project according to the following schedule: all construction/fieldwork, final report, and billings will be complete by [DATE]. Any variation in this schedule can be made only by written agreement between the parties.
2. The Grantee will conduct the project in order to ensure its successful completion. The scope of the project will include:
 - a. Repair work to [X, Y, AND Z];
 - b. Repair and replacement of [X AND Y].
3. A sign which acknowledges State assistance through the New Century Community Program shall be in place at the project site throughout the duration of the project. This sign will be provided by the Commission, but the grantee is responsible for mounting it in a prominent on-site location visible to the public.
4. The Grantee will include in all promotion of the project (publicity, advertising, programs) the following minimum credit line:

This Project has been made possible in part by a matching grant from the Maine Historic Preservation Commission through the New Century Community Program, a statewide cultural initiative funded by the people of Maine.

5. The total budget for the project is as follows, the Grantee agreeing to ensure that it will fund any stipulated items above the amount of the above-cited grant:
6. The Grantee reaffirms that all statements made in its application are true and valid, and that it understands and will comply with all assurances as stated in the application.
7. A full accounting of all project expenditures will be provided by the Grantee within thirty (30) days of the completion of the project and the delivery of satisfactory products. This accounting may be subject to audit by the State of Maine. Financial records must be kept on file by the Grantee for a minimum of three (3) years following the termination of the grant. A report form for project expenditures will be provided.
8. The grantee certifies by the signature of its authorized representative hereinafter that it is legally entitled to enter into this Letter of Agreement with the Commission and that it will not be violating, either directly or indirectly, any conflict of interest statute of the laws of the State of Maine.

The grant will become effective upon receipt by the Commission of the original Letter of Agreement signed by the Grantee. The Grantee is to retain a copy for its files.

In approval of the above Letter of Agreement,

Maine Historic Preservation Commission

Date

Grantee

Date

APPENDIX D: SAMPLE STEWARDSHIP AGREEMENT

THIS STEWARDSHIP AGREEMENT is made the ____ day of _____, 20____, by _____ (hereinafter referred to as the "Owner") and in favor of the State acting through the Director of the Maine Historic Preservation Commission (hereinafter referred to as the "Grantee") for the purpose of the preservation or restoration of a certain Property known as the [enter the property name], located at [enter the street address, city, and county], Maine, which is owned in fee simple by the Owner and is listed in or eligible for listing in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral or appurtenant improvements, and is known as the [enter the property name]. The Property is more particularly described in the _____ County Registry of Deeds, Book number _____ and Page number _____.

In consideration of the sum of [enter grant award] received in grant-in-aid assistance through the Grantee from the State of Maine, New Century Community Program, the Owner hereby agrees to the following for a period of five (5) years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
3. The Owner agrees that the Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Owner agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Owner's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The ____[Owner]____ agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
6. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with grant funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the Maine Historic Preservation Commission during the term of the agreement.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Signature of Grantee (Director)

Signature of Owner

Date of Signature

Date of Signature

Witnessed by Notary Public

Witnessed by Notary Public

APPENDIX E: SAMPLE PRESERVATION AGREEMENT

THIS CONVEYANCE is made this [date] day of [month], 20[yr] pursuant to 33 MRSA §§ 1551-1555 by and between the [property owner], a non-profit organization having its location in [town], Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the [name of property] located at [street address], [town], [county], Maine, which premises has been listed in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in [town, county], Maine and described in the [county name] County Registry of Deeds, Book number _____, Page number _____.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the [property name]. The [property name] is more particularly described as follows:

[Insert property description here]

The foregoing description of the [property name] may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the [county name] County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of [] () years [enter the required term]:

1. The grantor agrees to assume the cost of continued maintenance and repair of the property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 C.F.R. Part 67), so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
4. Grantor agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Grantor's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
6. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
7. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.
8. This Preservation Agreement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
9. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Preservation Agreement with all the privileges and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoof for a period of [X]years from and after the date hereof.

10. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, The [property owner], signed by _____,
_____, and _____, its officers
duly authorized and have hereunto set hand and seal for the purpose set forth above, all as of the
day and year first written above.

[PROPERTY OWNER]

By _____

STATE OF MAINE

Any, §

Date

Then personally appeared the above named _____,
_____, and _____, of
the [property owner], and acknowledged the foregoing instrument to be their free act and deed in
said capacity and the free act and deed of the [property owner, town], Maine.

Before me,

Notary Public

APPENDIX F: FORMAT FOR FINAL PROJECT REPORT

The following material will form the basis for the final project report for each development project funded by a New Century Community Program grant.

PART 1

Property and Ownership Identification

1. National Register name and address of the assisted property.
2. Name and address of the property's owner.
3. Name and address of architectural/engineering firm.
4. Dates of project work (including development of plans and specifications).

Fiscal Report

1. Total project cost, including New Century program share.
2. Final work cost breakdown.
3. Brief narrative explaining any differences between original work cost estimates and final costs.

PART 2

Case Study Narrative

1. Brief (one to two pages) narrative of preservation or restoration needs prior to grant award.
2. At least one 4"X6" color photograph of the condition of each work category prior to grant funded work.
3. At least one 4"X6" color photograph of work in progress for each work category.
4. At least one 4"X6" color photograph of work completed for each work category.
5. Brief (one to two pages) narrative of completed project work, including reference to consultants' reports, test results, and products and materials used to accomplish the preservation or restoration objective(s).
6. A proposed maintenance schedule based upon the particular problems encountered and addressed.
7. Brief (one to two pages) narrative of preservation problems which still need to be addressed.